(This is NOT an Order)		I mis KFQ 🗀 is 🖺	_ 18 NO	t a sman business s	et-as	siue			1 age	1 01 33	
1. Request No.		te Issued	3. Requisition/Purcha	se Req	quest No.	4. (	Cert For Nat D	ef. Under BDS	SA	Ratin	g
DAAE07-03-Q-M002	2 20	020CT16	See So			F	Reg. 2 and/or D	MS Reg. 1			DOA4
5A. Issued By			W56HZV				6. Deliver by				
TACOM AMSTA-LC-CLE			WJOHZV					See Se	chedule		
WARREN, MICHIGAN	48397-5000						7. Delivery				
									Ū o	4	
							FOB Destination	on	x o	tner	
5B. For Information	Call: (Name an	nd telephone	no.) (No collect calls)								
BRIAN CORRIGAN		86)574-822	7								
8. To: Name and Ad							0 Dostination	n (Consignee a	nd add	nocc in	aludina
o. 10. Name and Ad	iuress, including	g Zip Code					Zip Code)	ii (Consignee a	iiiu auu	1 655, 111	cluding
								See So	hedule		
								500 50			
10. Please Furnish	Quotations to	IMPORTA	NT: This is a request f	or info	ormation and aug	tatio	 ne furnished a	re not offers	If you	ara iing	able to quote
the Issuing Office in			cate on this form and re								
or Before Close of B	Business		osts incurred in the pre								
(Date) 2002DE	C02		re of domestic origin un				oter. Any inte	erpretations ar	ıd/or ce	rtificat	ions attached
		to this Req	uest for Quotation must	be co	mpieted by the quo	ner.					
		1	1. Schedule (Include app	plicabl	le Federal, State, a	nd lo	ocal taxes)				
Item Number		Supplie	s/Services		Quantity		Unit	Unit Pr	ice		Amount
(a)			(b)		(c)		(d)	(e)			( <b>f</b> )
		(See S	chedule)								
		(BCC B	chedule)								
										FMS	REQUIREMENT
12. Discount For Pro	ompt Payment		a. 10 Calendar Days	]	b. 20 Calendar Da	ys	c. 30 Cale	endar Days	d.	Calen	ndar Days
			9/			%		%	Nun	nber	Percentage
NOTE: Additional	nnovisions on I -	ronnogente.	ons are are not	t attacl	hod						
13. Name and Addre					nea. Signature of Perso	n Au	thorized to Sig	n	15. Dat	te of Or	uotation
Zip Code)	ess of Quoter (Si	ireci, city, (	sounty, state and		Quotation	11 / <b>1</b> U	inorized to sig		10. Da	ic or Q	iotation .
•											
							16. S	igner			
				a. N	ame (Type or Prin	t)				b. Tele	phone
									Area C	ode	
				c. T	itle (Type or Print)	)			Numbe	er	
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SUPPLEMENTAL	

1

Regulatory Cite	Title	Date
52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001

- (a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page (<a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.
- (b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.
- (c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.
- (d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.
- (e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>
- (f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>

[End of Clause]

2 52.215-4854 PAPERLESS ELECTRONIC RESPONSES REQUIRED IN RESPONSE TO THIS JUL/2002 (TACOM) SOLICITATION/REQUEST

TACOM WILL NOT ACCEPT PAPER OFFERS IN RESPONSE TO THIS SOLICITATION/REQUEST. YOU ARE REQUIRED TO SUBMIT YOUR OFFER, BID, OR QUOTE VIA PAPERLESS ELECTRONIC MEDIA. SEE THE PROVISION ENTITLED "ELECTRONIC OFFERS (OR 'QUOTES' OR 'BIDS') REQUIRED IN RESPONSE TO THIS SOLICITATION (OR 'REQUEST FOR QUOTATIONS')" FOR MORE SPECIFIC INFORMATION.

[End of Clause]

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# Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY	5	EA	\$	\$
	NSN: 2520-00-777-3122				
	NOUN: STEERING DIFFERENTIAL & DRIVE FSCM: 19207				
	PART NR: 9171420				
	SECURITY CLASS: Unclassified				
	PRON: EH284662EH PRON AMD: 01				
	AMS CD: 060011  FMS CASE IDENTIFIER: KS-B-S54				
	Description/Specs./Work Statement				
	TOP DRAWING NR: 9171420				
	DATE: 18-JUL-2002  NOTE: Qualified Products Lists (QPLs) apply to				
	item components/sub-assemblies				
	Item is competitive with purchased parts estimated at 10 - 50%				
	Purchased part numbers are 9092168 and 9092170				
	(End of narrative C001)				
	Packaging and Marking				
	PACKAGING/PACKING/SPECIFICATIONS:				
	SEE PACKAGING REQUIREMENTS SHEET				
	UNIT PACK: 1				
	LEVEL PRESERVATION: Military LEVEL PACKING: A				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001 BKSS5421450912 DA7BRF L DKSS00 2				
	PROJ CD BRK BLK PT				
	DEL REL CD QUANTITY DAYS AFTER AWARD				
	001 5 0150				
	FOB POINT: Origin				
	SHIP TO: Contact DCMA for shipping instructions				
	MARK FOR: SSANGYONG USA INC				
	601 S 16TH STREET				
	CARLSTADT NJ 07072				

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CONTRACT CL	AUSES		
3	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
4	52.222-19	CHILD LABORCOOPERATION WITH AUTHORITIES AND REMEDIES	FEB/2002
5	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
6	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
7	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFERCENTRAL CONTRACTOR REGISTRATION	MAY/1999
8	52.242-10	F.O.B. ORIGINGOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
9	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
10	52.246-2	INSPECTION OF SUPPLIESFIXED PRICE	AUG/1996
11	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in	APR/1984
		paragraph (a) of the clause applies in this contract. The agency	
		name in line one of the notation shall read: US ARMY TANK-AUTOMOTIVE &	
		ARMAMENTS COMMAND	
12	52.247-29	F.O.B. ORIGIN	JUN/1988
13	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR	APR/1984
		WATER TERMINAL TRANSSHIPMENT POINTS	
14	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
15	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
16	52.247-65	F.O.B. ORIGIN - PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
17	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
18	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (Alternate I	DEC/2000
		dated Dec 2000)	
19	252.225-7028	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENT	DEC/1991
20	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

- (a) Definition: <u>Qualification requirement</u>, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.
- (b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S) (Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name		_			
Manufacturer's Name		-			
Source's Name		-			
Item Name		_			
Service		-			
Identification	Test Number	(to	o the e	extent	known)

- (d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.
- (e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

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(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

21 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS--ALTERNATES I AND II (OCT MAY/2001 2000)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 336330.
- (2) The small business size standard is 750.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
  - (b) Representations.
    - (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offferor represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.
  - (c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

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(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern

- (1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished. (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
  - (e) [Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision].

The offeror represents, as part of its offer, that--

- (i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_ Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
- (f) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]

The offeror shall check the category in which its ownership falls:

- [ ] Black American.
- [ ] Hispanic American.
- [ ] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [ ] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [ ] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- [ ] Individual/concern, other than one of the preceding.

[End of Provision]

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- (a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to a bona fide employee of the Contractor or to a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.
- (b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:
  - (1) For sales to the Government(s) of Korea, contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

[End of Clause]

23 52.204-4006 INCORPORATION OF TACOM MASTER SOLICITATION FOR SIMPLIFIED MAY/2000 (TACOM) ACQUISITIONS AND DESIGNATION OF F.O.B. POINT

- (a) This Request for Quotation (RFQ) or Purchase Order (PO) incorporates by reference TACOM-Warren's Master Solicitation for Simplified Acquisitions with the same force and effect as though the clauses and provisions it contains were physically incorporated into this document. The version in effect at time of award is the version that applies to your purchase order.
- (b) The TACOM-Warren Master Solicitation for Simplified Acquisitions is available on our Electronic Contracting web page, which you can reach using the following URL address: http://contracting.tacom.army.mil/opportunity.htm
- (c) The clauses and provisions in Section I of the Master Solicitation apply to all TACOM-Warren RFQs and Purchase Orders that contain this clause. The clauses contained in Section II of the Master Solicitation applies in addition to those in Section I when the RFQ or PO specifies F.O.B. Origin.
  - (d) We hereby specify that the required F.O.B. point for this acquisition is origin.
- (e) We will keep the Master Solicitation identified in this clause available on our Electronic Contracting web page during the entire period of performance of the purchase order. If the current Master Solicitation later is revised to incorporate a change in any of the clauses, the version specified in this clause will be retained, intact, in an archive area on our web page for continued reference and use.

[End of Clause]

24 52.211-4015 CONFIGURATION CONTROL--ENGINEERING CHANGES JUL/2002 (TACOM)

#### (a) DEFINITIONS:

- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a deviation along with your ECP.
- (2) Request for Deviation (RFD). A RFD is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
  - (3) Value Engineering Change Proposal (VECP). A proposal that --
    - (i) Requires a change to the instant contract; and
- (ii) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
  - (A) In deliverable end item quantities only;
  - (B) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

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- (C) To the contract type only.
- (4) Notice of Revision (NOR). A NOR describes the proposed changes to a technical document being requested by an ECP.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP, VECP, or RFD until we receive the ACO's comments (see paragraph (e) below) and the ECP, VECP, or RFD documentation.
- (c) Contractor Responsibility. ECPs, VECPs, and RFD shall contain information per the instructions outlined on the Data Delivery Descriptions (DDDs) which can be found at the following website: http://contracting.tacom.army.mil/engr/engrchange.htm. Forms for preparing an ECP, VECP, or a RFD can also be found at this website. You may use other media, as long as you give us all the information outlined in the DDDs.
  - (1) Identify the two-digit Weapon System Code (WSC) on your submittal. The WSC for this procurement is DF.
- (2) The Contractor shall submit ECPs/VECPs/RFDs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (3) ECPs/VECPs/RFDs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format).
- (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs/RFDs and be accessible offline.
- (iv) Other electronic formats. Before preparing your ECPs, VECPs or RFDs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.
  - $\hbox{(d)} \quad \hbox{Submittal Procedures for $\tt ECPs/VECPs/RFDs.}$ 
    - (1) Send one copy of the ECP, VECP or RFD in electronic format to your ACO.
    - (2) Send one copy of the ECP, VECP or RFD in electronic format to the buyer listed on the solicitation/ contract document.
- WARNING Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/VECP/RFD without processing them.
- (e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on the ECP, VECP, or RFD in electronic format, and forward it as follows:

ECPs, VECPs, and RFDs. Email a copy of the contractor's request and ACO comments (DD Form 1998) to the engineer majewskv@tacom.army.mil and the buyer identified in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

- (f) Approval of ECPs, VECPs and RFDs.
- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
  - (3) RFDs. Decision on RFDs will be made within 30 days from the date we receive them from the ACO.
- (g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in paragraph 11 of DDD for ECPs), you must immediately notify the PCO.

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TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames as outlined in paragraph 11 of the DDD for ECPs.

- (h) Reminder Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.
  - (i) RFDs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required.
  - (i) Ouestions.
- (1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).
- (2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33), block 5 on the Standard Form 26, or block 6 on the DD Form 1155.

[End of Clause]

REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING 25 52.211-4053 MAR/2000 (TACOM) SUBSTANCES

- (a) The purchase description or Technical Data Package (TDP) for this purchase order incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this purchase order, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.
- (b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: MIL-C-53072.
- (c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: http://contracting.tacom.army.mil/ciods.html

[End of Clause]

52.242-4008 ROUTING OF SPECIAL PROCESS APPROVALS AUG/1994 26 (TACOM)

- (a) Specification (See Suporting Activities Listed in the Specifications), which is part of the technical data package for this contract, may require you to get approval from us prior to production for one or more special processes involved in producing this item. You are required to get prior approval unless the specification says otherwise.
- (b) You will prepare the written procedures as the specification requires. You will then route the procedure through the Administrative Contracting Officer (ACO) for review and comment. Once you get the procedure back from the ACO, you will then forward it to the Procuring Contracting Officer (PCO) at TACOM for final approval. The correct address for the PCO is on the face page of this
- (c) You will cite (i) the contract number and (ii) the governing specification or standard on all procedures you submit for approval.

[End of Clause]

27 52.242-4022 DELIVERY SCHEDULE MAY/2000 (TACOM)

(a) The following delivery schedule applies to this procurement:

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Name of Offeror or Contractor:

(1) See the Government's proposed schedule in Section B. Start deliveries150 days after the date of award. Continue delivering every thirty (30) days, if necessary, until all items are delivered.

- (2) You can accelerate delivery: at no additional cost to the government.
- (3) Delivery is defined as follows:
- (i) FOB Origin Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual order.
- (ii) FOB Destination Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the order, to ensure that the item reaches its destination by the time reflected in the order.
  - (b) CONTRACTOR'S PROPOSED SCHEDULE:
- (1) I WILL START DELIVERIES \_\_\_\_ DAYS AFTER THE AWARD DATE; OR, IF APPLICABLE, \_\_\_\_ DAYS AFTER AWARD IF FIRST ARTICLE TEST IS WAIVED.

(2) I WILL DELIVER A QUANTITY OF \_\_\_\_\_ UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER THE TOTAL QUANTITY ON THIS ORDER IN ONE SHIPMENT.

[End of Clause]

28 52.246-4053 USE OF MIL-STD 1916 (TACOM)

JAN/2001

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD- 1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

[End of Clause]

29 52.204-3 TAXPAYER IDENTIFICATION

OCT/1998

- (a) Definitions.
- (1) "Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
- (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (d) Taxpayer Identification Number (TIN).

*	TIN:	

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Na	me	of	Offeror	or C	Contractor	٠.

**CONTINUATION SHEET** 

* TIN has been applied for.	
* TIN is not required because:	
* Offeror is a nonresident alien, foreign corporation, or foreign partnership th the conduct of a trade or business in the United States and does not have an office the United States;	
* Offeror is an agency or instrumentality of a foreign government;	
* Offeror is an agency or instrumentality of a Federal Government;	
* Other. State basis	
(e) Type of organization.	
* Sole proprietorship;	
* Partnership;	
* Corporate entity (not tax-exempt):	
* Corporate entity (tax-exempt):	
* Government entity (Federal, State, or local);	
* Foreign government;	
* International organization per 26 CFR 1.6049-4;	
* Other	
(f) Common Parent.	
* Offeror is not owned or controlled by a common parent as defined in paragrap	ph (a) of this provision.
* Name and TIN of common parent:	
Name	
TIN	
[End of Provision]	
30 52.207-4 ECONOMIC PURCHASE QUANTITY SUPPLIES	AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at

OFFEROR RECOMMENDATION

PRICE

different quantity points, this information is desired as well.

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(c) The information requested in this sist the Government in developing a data mend or cancel the solicitation and resolequirements indicate that different quant	icit with respect to any individual item	tems. However, the Go	vernment reserves the right t
	[End of Provision]		
31 52.222-22 PREVIOUS	CONTRACTS AND COMPLIANCE REPORTS		FEB/1999
The offeror represents that			
(1) It [ ] has  [ ] has not			
articipated in a previous contract or sub	contract subject to the EQUAL OPPORTUNIT	Y clause of this solic	itation;
(2) It [ ] has [ ] has not			
led all required compliance reports; and			
(3) Representations indicating fore subcontract awards.	submission of required compliance report	s, signed by proposed	subcontractors, will be obtai
	[End of Provision]		
32 52.222-25 AFFIRMATI	VE ACTION COMPLIANCE		APR/1984
The offeror represents that			
(1) It [ ] has developed and [ ] has not developed	has on file and does not have on file,		
each establishment, affirmative action;	programs required by the rules and regul	ations of the Secretar	y of Labor (41 CFR 60-1 and 6
(2) It [ ] has not previously egulations of the Secretary of Labor.	had contracts subject to the written af	firmative action progr	ams requirement of the rules
	[End of Provision]		
33 52.247-60 GUARANTEE	D SHIPPING CHARACTERISTICS		DEC/1989
(a) The offeror is requested to compackaged separately. This information will arnish sufficient data in subparagraph (a valuation will be based on the shipping of in the absence thereof, by the Contract ased on the actual shipping characteristic me contract price shall be reduced by an easts which would have been incurred if the	)(1) of this clause, to permit determina haracteristics submitted by the offeror ing Officer's best estimate of the actua cs, exceed the item shipping costs used amount equal to the difference between t	ests for evaluation pur tion by the Government whose offer produces to all transportation costs for evaluation purpose the transportation cost	poses. If the offeror does n of the item shipping costs, he highest transportation cos . If the item shipping costs s, the Contractor agrees that
(1) To be completed by the offe	ror:		
(i) Type of "Outer" con Other (Specify)	tainer: Wood Box [ ], Fiber Box [ ],	Barrel [ ], Reel [ ]	, Drum [ ],

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Name of	Offeror	or Contractor:

	(ii)	Shipping configuration: Knocked-down [ ], Set-up [ ], Nested [ ], Other (specify);
	(iii)	Size of outer container: inches (Length), x inches (Width), x inches (Height) = Cubic FT;
	(iv)	Number of items per outer container Each;
	(v)	Gross weight of outer container and contents LBS
	(vi)	Palletized/skidded [ ] Yes [ ] No;
	(vii)	Number of outer containers per pallet/skid;
	(viii)	Weight of empty pallet bottom/skid and sides LBS;
	(ix)	Size of pallet/skid and contents;
	(x)	Number of outer containers or pallets/skids per railcar *
		Size of railcar
		Type of railcar
	(xi)	Number of outer containers or pallets/skids per trailer *
		Size of trailer
		Type of trailer
Number of co	mplete u	units (contract line item) to be shipped in carrier's equipment.
(2)	To be o	completed by the Government after evaluation but before contract award:
	(i)	Rate used in evaluation;
	(ii)	Tender/Tariff;
	(iii)	Item;
The guara	ntood ah	simpling characteristics regulated in subparagraph $(a)/(1)$ of this clause do not establish actual transportation

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of Clause]

34 252.223-7001 HAZARD WARNING LABELS

DEC/1991

- (a) <u>Hazardous material</u>, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.
- (b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:
  - (1) Federal Insecticide, Fungicide and Rodenticide Act;
  - (2) Federal Food, Drug and Cosmetics Act;
  - (3) Consumer Product Safety Act;
  - (4) Federal Hazardous Substances Act; or

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#### Name of Offeror or Contractor:

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert None.)	<u>ACT</u>

- (d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.
- (e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Clause]

35 252.225-7035 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION MAR/1998
ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE, ALT I

Substitue the phrase "Canadian end product" for the pharase "NAFTA country end product" in paragraph (a); and substitute the phrase "Canadian end products" for the phrase "NAFTA country end products" in paragraphs (b) and (c)(2)(ii) of the basic clause.

[End of Provision]

36 252.225-7037 DUTY-FREE ENTRY--ELIGIBLE END PRODUCTS

MAR/1998

- (a) Definition. "Eligible end product," as used in this clause, means-
- (1) "Designated country end product," "Caribbean Basin country end product," or "NAFTA country end product," as defined in the Trade Agreements clause of this contract;
- (2) "NAFTA country end product," as defined in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract; or
- (3) "Canadian end product," as defined in Alternate I of the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause of this contract.
- (b) The requirements of this clause apply to this contract and subcontracts, including purchase orders, that involve delivery of eligible end products to be accorded duty-free entry whether placed-
  - (1) Directly with a foreign concern as a prime contract; or
  - (2) As a subcontract or purchase order under a contract with a domestic concern.
- (c) Except as otherwise approved by the Contracting Officer, no amount is or will be included in the contract price for duty for eligible end products.
  - (d) The Contractor warrants that-
- (1) All eligible end products, for which duty-free entry is to be claimed under this clause, are intended to be delivered to the Government; and
- (2) The Contractor will pay any applicable duty to the extent that such eligible end products, or any portion thereof (if not scrap or salvage) are diverted to nongovernmental use, other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer.

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#### Name of Offeror or Contractor:

- (e) The Government agrees to execute duty-free entry certificates and to afford such assistance as appropriate to obtain the duty-free entry of eligible end products for which the shipping documents bear the notation specified in paragraph (f) of this clause, except as the Contractor may otherwise agree.
- (f) All shipping documents submitted to Customs, covering eligible end products for which duty-free entry certificates are to be issued under this clause, shall-
  - (1) Consign the shipments to the appropriate-
    - (i) Military department in care of the Contractor, including the Contractor's delivery address; or
    - (ii) Military installation; and
  - (2) Include the following information-
    - (i) Prime contract number, and delivery order if applicable;
    - (ii) Number of the subcontract/purchase order for foreign supplies if applicable;
    - (iii) Identification of carrier;

(iv)

- (A) For direct shipments to a U.S. military installation, the notation: UNITED STATES GOVERNMENT,
  DEPARTMENT OF DEFENSE Duty-Free Entry to be claimed pursuant to Section XXII, Chapter 98, Subchapter
  VIII, Item 9808.00.30 of the Harmonized Tariff Schedule of the United States. Upon arrival of shipment
  at the appropriate port of entry, District Director of Customs, please release shipment under 19 CFR
  part 142, and notify Commander, Defense Contract Management Command (DCMC) New York, ATTN: Customs
  Team, DCMDN-GNIC, 207 New York Avenue, Staten Island, New York 10305-5013, for execution of Customs
  Forms 7501, 7501A, or 7506 and any required duty-free entry certificates.
- (B) In cases where the shipment will be consigned to other than a military installation, e.g., a domestic contractor's plant, the shipping document notation shall be altered to insert the name and address of the contractor, agent or broker who will notify Commander, DCMC, NY, for execution of the duty-free certificate. (Note: In those instances where the shipment will be consigned to a contractor's plant and no duty-free entry certificate is required, the contractor or its agent shall claim duty-free entry under NAFTA or other trade agreement and shall comply with the U.S. Customs Service requirements. No notification to Commander, DCMC, NY, is required.
- (v) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight);
  - (vi) Estimated value in U.S. dollars; and
- (vii) Activity Address Number of the contract administration office actually administering the prime contract, e.g., for DCMC Dayton, S3605A.
  - (g) Preparation of customs forms.
- (1) Except for shipments consigned to a military installation, the Contractor shall prepare, or authorize an agent to prepare, any customs forms required for the entry of eligible end products in connection with DoD contracts into the United States, its possessions, or Puerto Rico. The completed customs forms shall be submitted to the District Director of Customs with a copy to DCMC NY for execution of any required duty-free entry certificates. Shipments consigned directly to a military installation will be released in accordance with 10.101 and 10.102 of the U.S. Customs regulations.
- (2) For shipments containing both supplies that are to be accorded duty-free entry and supplies that are not, the Contractor shall identify on the customs forms those items that are eligible for duty-free entry.
  - (h) The Contractor agrees-
- (1) To prepare (if this contract is placed directly with a foreign supplier), or to instruct the foreign supplier to prepare, a sufficient number of copies of the bill of lading (or other shipping document) so that at least two of the copies accompanying the shipment will be available for use by the District Director of Customs at the port of entry;
  - (2) To consign the shipment as specified in paragraph (f) of this clause; and

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- (3) To mark the exterior of all package as follows:
  - (i) "UNITED STATES GOVERNMENT. DEPARTMENT OF DEFENSE;" and
  - (ii) The activity address number of the contract administration office actually administering the prime contract.
- (i) The Contractor agrees to notify the Contracting Officer administering the prime contract in writing of any purchase under the contract of eligible end products to be accorded duty-free entry that are to be imported into the United States for delivery to the Government or for incorporation in end items to be delivered to the Government. The notice shall be furnished to the contract administration office immediately upon award to the supplier of the eligible end products. The notice shall contain-
  - (1) Prime contractor's name, address, and CAGE code;
  - (2) Prime contract number, and delivery order number if applicable;
  - (3) Total dollar value of the prime contract or delivery order;
  - (4) Expiration date of the prime contract or delivery order;
  - (5) Foreign supplier's name and address;
  - (6) Number of the subcontract/purchase order for eligible end products;
  - (7) Total dollar value of the subcontract for eligible end products;
  - (8) Expiration date of the subcontract for eligible end products;
  - (9) List of items purchased;
- (10) An agreement by the Contractor that any applicable duty shall be paid by the Contractor to the extent that such eligible end products are diverted to nongovernmental use other than as a result of a competitive sale made, directed, or authorized by the Contracting Officer; and
  - (11) The scheduled delivery date(s).

[End of Clause]

- 37 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Alternate III dated May 2002) MAY/2002
- (a) Definitions. As used in this clause--
- (1) <u>Components</u> means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
  - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
- (5) <u>Subcontractor</u> means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
- (6) <u>Supplies</u> means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) <u>Supplies</u> includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material;

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equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

- (7) <u>U.S.-flag vessel</u> means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
  - (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
    - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
      - (i) This contract is a construction contract; or
      - (ii) The supplies being transported are-
        - (A) Noncommercial items; or
        - (B) Commercial items that-
        - (1) The Contractor is reselling or distributing to the Government without adding value (generally,

the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
  - (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--
  - (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information-
  - (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;

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- Name of Offeror or Contractor:
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of the steamship company.
- (f) The Contractor shall insert the substance of this clause, including this paragraph (f) in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

[End of Clause]

38 52.204-4005 REQUIRED USE OF ELECTRONIC COMMERCE (TACOM)

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions/clauses that appear "by reference", meaning only clause titles and regulation site are listed; their full texts can be found at the website http://farsite.hill.af.mil/

MAY/2000

- (b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: http://www.ccr2000.com . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)
- (c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards\_official.htm Rock Island: http://aais.ria.armv.mil/AAIS/AWDINFO/index.htm Picatinny: http://procnet.pica.army.mil/Contracts/Index.htm Red River Army Depot: http://www.redriver.army.mil/contracting/Awards Anniston Army Depot: http://www.anadprocnet.army.mil

- (d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.
- (1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".
- (2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at http://www.acq.osd.mil/ec/ecip/index.htm . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.
  - (e) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (810) 574-7059.

[End of Clause]

39 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAY/2000 (TACOM)

- (a) If you have a company data fax number, please provide it on the following line:\_
- (b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address on the following line:\_
  - (c) Provide your CAGE (Contractor And Government Entity) code here: \_

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[End of Provision]

40 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999 (TACOM)

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

41 52.211-4008 DRAWING LIMITATION FEB/1995 (TACOM)

- (a) The drawings forming a part of the contract specification or technical description, while adequate to permit manufacture, are engineering design drawings and are intended to (1) depict completed items, and (2) serve as a basis for the inspection of the contract items. As such they are not shop or process drawings.
- (b) To this extent it is then foreseeable that notwithstanding contractor adherence to a specified range of dimensions and tolerances for each individual part, there could result cumulatively an unacceptable fit condition affecting interchangeability or function of the contract item.
- (c) In recognition of the type of Government drawings provided, and their purpose and limitations as stated above, the contractor shall at his own expense be responsible for the preparation of his own shop or process drawings or other supplemental manufacturing documentation as are necessary to insure that the contractor will manufacture within the ranges of dimensions and tolerances specified, so that when considered cumulatively, the result will be a contract item that conforms to the Government drawings. To the extent that the Contractor fails to take into account the cumulative impact of dimensions and tolerances resulting in a condition affecting interchangeability or function of the contract item, he shall be responsible to correct such condition at no additional cost to the Government and at no extension in delivery schedule.

[End of Clause]

42 52.211-4010 ACQUISITION OF MAUFACTURER'S PART NUMBER: COMPONENTS FEB/1995 (TACOM)

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS located elsewhere herein. It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

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43 52.211-4016 TT-C-490, TYPE I, ZINC PHOSPHATE PRETREATMENT SYSTEMS FOR CARC OCT/2002 (TACOM)

- s including primer app
- (a) If the technical data package requires the use of a TT-C-490, Type I, pretreatment system, the process including primer application must be approved by the procuring activity prior to use. All approved facilities have been provided a letter of system approval which identifies the specific phosphate chemical system and the limitations/exceptions authorized. These approval letters must be dated no later than January 1989. Letters of approval which do not identify the chemical system are limited to approval on a specific contract only and do not have carte blanc approval. Approvals are substrate specific. The default qualification is low carbon steel. Heat treated, low alloy steel and galvanized steels require special qualification.
- (b) Any zinc phosphate application facility requesting approval must submit the procedure to TACOM, ATTN: AMSTA-TR-E/267 for review at least 35 days before planned start-up. The procedure must identify the prime contractor and the contract number. The procedure must contain all the elements required per paragraph 3.2 of TT-C-490. A qualification audit will be arranged with the facility. The facility must demonstrate its ability to perform all required process control tests and operate successfully within its designated operating parameters.
- (c) If the contractor cannot find a capable facility within his area, he can contact TACOM Materials Engineering at (586) 574-5083 for a partial list of approved facilities. Not all geographic areas are represented in the listing. The approved facility is required to perform all process control tests noted in the specification.
- (d) For all TT-C-490, Type I facilities, the sentence "Sampling may then be reduced to one sample twice per week" in paragraph 4.2.8 of TT-C-490 is deleted and replaced with the following " Sampling for production control is required with the testing of two phosphated and primed specimens per month for each solvent-borne primer used and two specimens every two months for electrocoat primers".

  (End of clause)
  - 44 52.211-4017 ENHANCED CARC REQUIREMENTS FOR HIGH PERFORMANCE SYSTEMS JUN/2002
- (a) THE FOLLOWING REQUIREMENTS SUPERCEDE THE PERFORMANCE REQUIREMENTS CONTAINED IN TT-C-490, MIL-C-5541 AND MIL-C-53072 RELATIVE TO THE ADHESION AND CORROSION RESISTANCE OF THE CARC SYSTEM:
- (b) Ferrous and galvanized surfaces shall be cleaned and pretreated to provide the following level of performance on a repeatable basis. The cleaning/pretreatment/control process shall be documented and submitted to the procuring activity for approval prior to production. Qualification and process control testing shall be performed on the same substrate used in production. The system under test shall consist of the pretreatment and primer. There are significant variations in performance due to primer manufacturer, VOC content and primer thickness variation. Sufficient testing shall be conducted to achieve a statistical confidence in both the brand/type of primer used and the dry film thickness used in production. If the tolerance of the dry film thickness exceeds plus or minus 1.0 mil then you must qualify the extremes of the range separately.
- (c) To verify the corrosion resistance, a minimum of three test panels per test variation no smaller than 4 x 12 inches with the pretreatment/primer system as noted above shall be subjected to 1000 hr. of neutral salt spray per ASTM B117 (40 cycles of GM 9540P scribed is the preferred alternative) for ferrous substrates or 40 cycles of GM 9540P for galvanized surfaces. The test panels shall be cured for a minimum of 7 days and vertically scribed through the coating system to the metallic layer. A minimum of 24 hr. after the completion of the neutral salt spray test or within 5 days after completion of the GM 9540P test the scribe shall be scraped at a 30 degree (approximate) contact angle with a 38mm (approximate) blunt tipped metal blade such as a putty knife parallel and perpendicular to the scribe. There shall be no more than 3mm maximum loss of paint adhesion or corrosion at any point from the scribe line. In addition, there shall be no more than 5 blisters in the field with none exceeding 1mm; corrosion in the field shall not exceed Rust Grade 9 of ASTM D610. The minimum primer dry film thickness noted on the test panels which pases the corrosion resistance test shall be the minimum requirement for production painted hardware.
- (d) To verify long term CARC adhesion, after completion of the corrosion resistance test evaluation each test panel will be subjected to cross hatch tape test (minimum tape adhesion rating of 45 oz. per inch of width). The test pattern shall be 4 x 4 scribe lines to the metallic layer at 2mm intervals(approximate) and shall be done no closer than 12 mm from any edge or the scribe creep. Multiple head cutters are not recommended. Loss of two or more complete primer squares shall constitute failure.
- (e) The contractor must demonstrate the ability to pass both tests for the system to be considered acceptable. This testing shall be performed on 5 consecutive days of production. If all test panels are acceptable, the testing can revert to two test panels every two months of production.
- (f) The only system that is currently available to achieve this level of performance is a zinc phosphate pretreatment system per TT-C-490 with a high quality primer. All primers used must be on the QPL for MIL-P-23377, 53022, -53030, or 53084. Not all QPL primers

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with the exception of electrocoat primers per MIL-C-53084 have this level of corrosion resistance/paint adhesion, however.

New high performance, "Combat Grade" Powder Coat Primers will also meet this performance requirement. These primers can only be applied by approved applicators. The Specification controlling both the primers and their application are available upon request from AMSTA-TR-E/MEPS, (586) 574-5083.

Note: Hot dipped galvanized surfaces are highly prone to chlorine/chloride contamination from the galvanizing flux process. This contaminant must be removed for the coating system to pass these performance tests.

- (g) For aluminum substrates the required pretreatment system is a chromate conversion per MIL-C-5541. If alternative pretreatment systems wish to be considered, they must demonstrate their ability to pass when coated with the nominal production primer (scribed) 120 cycles of GM 9540P. After completion of the test, the panels shall be scraped as noted above and shall have no more than 0.5mm of paint loss maximum from the scribe. In addition, there shall be no more than 5 blisters in the field with none larger than 1mm. After completion of the 120 cycle test, the cross hatch scribe test noted above shall be performed. The removal of one or more complete squares of primer shall constitute failure. The alternate system must demonstrate its ability to provide an acceptable product on 5 consecutive days of production to be considered a suitable alternative. The alternative process must be documented and approved by the procuring activity. Controls must be established to assure that the process remains under statistical control. The only alternative products which have demonstrated their ability to meet these requirements for 5000 and 6000 series aluminum alloys are Alodine 5200 and Alodine 5700.
- (g) Failure to meet the corrosion resistance/adhesion requirements shall be cause for rejection of all production units manufactured during that production interval.
- (h) Final Acceptance of the CARC Finish on Production Hardware:
  The dry film thicknesses of the primer and topcoat as well as coating adhesion on the fully cured primer/topcoat coating system are mandatory requirements. Variations in the primer thickness and curing conditions will dramatically affect recoat windows and coating performance for some primers. Manufacturing processes which are unable to control the dry film thickness to the requirements contained in Table V of MIL-C-53072 shall be subjected to the 4 x 4 cross hatch scribe test noted above on two production units per lot with two tests per unit. One test shall be conducted on a vertical and one on a horizontal surface (relative to the painting process). There shall be a maximum removal of one complete square of primer/topcoat or topcoat only. The polyurethane CARC topcoat requires approximately 24 days to completely cure at 68 Degrees F. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190-210 degrees F for three hours (this is time at temperature and is, therefore, material thickness dependent) once the topcoat has reached a dry-to-touch condition. This is to be followed by 7 days at 65 degrees F minimum. Adhesion testing shall be performed only on a completely cured CARC finish. Contractors which have performed a thorough design of experiments methodology to evaluate the impact of paint system variables or have processes which meet Table V requirements can perform the final acceptance adhesion test on representative test coupons.

[End of Clause]

45 52.211-4021 WELDING SYMBOLS - CLARIFICATION OF GROOVE WELDING SYMBOL (TACOM)

APR/1995

You must interpret welding symbols in accordance with AWS A2.4, except in the case of groove welds. In the case of groove welds, if the drawing doesn't specify an effective throat and/or weld size, interpret the dimension to the left of the groove welding symbol to mean both depth of preparation and effective throat/weld size.

[End of Clause]

46 52.211-4030 SPECIAL TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS MAR/2001

(TACOM) (CARC) ON METALLIC SURFACES

(a) Application: MIL-C-46168 MIL-C-53039

MIL-PRF-22750

(b) <u>End-Item Paint Inspection</u>: After the complete paint finish has been applied and cured\* (See \*Note, below), the Contractor shall test and inspect two units per lot for (i) workmanship, (ii) total paint film thickness, and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a <u>lot</u> shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in the Film Thickness Table below. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as

well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the

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number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected to conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

**CONTINUATION SHEET** 

- (c) The precise location for each scribe tape test shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.
- (d) Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in the Film Thickness Table below.

\*Note: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take from 24 days.

#### (e) <u>Test Methods</u>:

- (1) <u>Film Thickness</u>. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.
- (2) <u>Scribe Tape Test</u>. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:
- (i) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.
- (ii) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.
- (iii) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.
- (iv) Wait 10 seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

### (f) <u>Interpretation of Test Results</u>

NOTE: These two tests are not a substitute for corrosion tests such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

#### FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022	1.0 - 1.5
MIL-PRF-22750	1.3 - 1.7
MIL-P-53030	1.0 - 1.5

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\*May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

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Notice: The scribe tape test is designed to detect any deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (i) Inadequate cleaning of the substrate.
- (ii) Contamination of the surface between coatings.
- (iii) Excessive paint film thickness in a single coating application.

MTT.-C-53039

(iv) Application of a coating over a previous coating which has not been adequately cured.

It is strongly recommended that the Contractor implement rigid in-process controls in conjunction with the best industrial painting practices to ensure that the performance requirements specified in this clause are met.

[End of Clause]

47 52.211-4036 FORMAT OF THE TECHNICAL DATA PACKAGE APR/2000 (TACOM)

- (a) The TDP for the contract item is available only in electronic format via the TACOM Contracting Webpage (contracting.tacom.army.mil). TACOM-Warren has discontinued its practice of providing hard copies (i.e. CD ROM) of technical data packages (TDPs). You must obtain a copy of the TDP for this solicitation via the TACOM Contracting Webpage. For those TDPs not available via the webpage, the TDP will be issued free of charge in CD-ROM format. The CD-ROM includes the necessary software to access, view, and print individual images that are included in the TDP. The CD-ROM can be read in any personal computer that includes a CD-ROM drive. If your company does not have a personal computer with a CD-ROM drive, you can take the CD-ROM disk to any of various commercial computing or copying/printing service, to have hard copies produced.
- (b) TDPs available via the TACOM Contracting Webpage may be purchased in CD ROM format for a fee of \$4.60 each. Requests for CD ROMs and payment should be mailed to:

USATACOM AMSTA-CM-CDD (TDP Requests) Warren, MI 48397-5000

Make checks payable to the United States Treasury. Points of Contact for this initiative: Terri McGregor at (810) 574-7058 or Rick Khouri at (810) 574-7064.

[End of Provision]

48 52.211-4047 NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL APR/2000 (TACOM) (NEGOTIATED)

- (a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.
  - (b) Definitions:
- (1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.
  - (2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

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- (3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
  - (4) "Remanufactured" means factory rebuilt to original specifications.
- (5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials
  - (6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.
- (c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.
  - (d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:
- (7) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (8) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies.
- (9) A proposal to provide residual inventory shall include the Government or commercial contract number of the terminated contract and the name of the original contractor.
- (e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Clause]

49 52.211-4049 PART NUMBERS NOT CURRENTLY APPROVED (TACOM)

NOV/1983

As specified elsewhere in this solicitation, part or all of the contract item to be procured hereunder is restricted to certain approved manufacturer's part numbers as set forth in the Schedule and/or the Technical Data Package. Any firm that produces an item which it believes to be equivalent to one of these approved part numbers is hereby encouraged to have such item tested and approved, so that the item will be eligible to be bought on future acquisitions. Please write to the attention of the buyer at the address indicated on the cover page of this solicitation and request a statement of the procedures by which items can be tested and approved for procurement. Such an enquiry should cite the applicable National Stock Number (NSN), the already approved part number, the part number of the item which the enquirer believes to be identical to our approved item, and a brief statement of the basis on which the new item is believed to be equivalent to our already approved item.

[End of Provision]

50 52.211-4069 WELDING INSPECTION REQUIREMENTS (TACOM)

MAR/2001

- (a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:
  - (1) current or previous certification as an AWS Certified Welding Inspector; or
  - (2) current or previous certification by the Canadian Welding Bureau (CWB); or
- (3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.
- (b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

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(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command ATTN: AMSTA-TR-E/Materials Warren, MI 48397-5000

[End of Clause]

51 52.213-4007 QUOTER REPRESENTATIONS (REQUEST FOR QUOTATIONS) FEB/1998 (TACOM)

(a) As part of this quotation, we represent as the quoter that we--

[ ] Do

[ ] Do Not

anticipate that any supplies will be transported by sea in the performance of any purchase order resulting from this quotation.

(b) The term <u>supplies</u> is defined in the <u>Transportation of Supplies by Sea</u> clause, in DFARS 252.247-7023 to include all materials and components that, when purchased and transported by sea, are intended for use in items to be sold to the Government under this purchase order.

[End of Clause]

52 52.213-4859 ELECTRONIC QUOTATIONS REQUIRED IN RESPONSE TO THIS REQUEST FOR JUL/2001 (TACOM) OUOTATIONS (TACOM)

- (a) You must submit your quotation via paperless electronic media (See paragraph (b) below.). Quotations submitted in paper form are unacceptable. You must submit your electronic quotation, and any supplemental information (such as spreadsheets, backup data, technical information), using any of the following electronic formats:
- (1) Files readable using these Microsoft\* 97 Office Products (TACOM can currently read Ofice 97\* and lower.): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
  - (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active inks to live Internet sites or pages. All linked information must be contained within your electronic quotation and be accessible offline.
- (4) Other electronic formats. Before preparing your quotation in any other electronic format, please e-mail the buyer identified in Block 5(b) of the SF 18 cover sheet, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the due date for quotations. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in non-consideration of your quotation. All alternate methods must be at no cost to the Government.

Note: The above formats may be submitted in compressed form using self-extracting files.

- (b) Acceptable media: 100 or 250 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, E-mail, or datafax. You must identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimile" as defined at FAR 52.215-5.
- (1) 100 or 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, or 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Quoter shall label any and all submitted disks with the solicitation number and due date for quotations, and the quoter's name and address and contact phone number. In the event of multiple submitted quotations, place each quotation/submission on its own disk(s) (one quotation can comprise multiple disks). You must also submit only one quotation per envelope. Submit only one (1) of each disk (no additional copies required).
- (2) E-mail. If you choose to use e-mail, ADDRESS YOUR QUOTATION TO THE BUYER identified in Block 5(b) of the SF18 cover sheet. THE SUBJECT LINE OF THE E-MAIL MUST READ "QUOTATION --[Request for Quotation number], [name of Company/offeror], DUE [due date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages for each quotation, however, you must

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CONTINUATION SHEET

annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".

(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. Paper faxes are not acceptable. Transmit only one quotation for each datafax transaction. Clearly identify the quotation as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: the buyer's e-mail address found on the front page of the solicitation. Quoters may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax quotations is three and one-half megabytes (3.5MB), the same limitation as that for e-mail quotations. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Note: Please select only one medium by which to transmit each quotation. For instance, do not submit a quotation via 100 or 250 megabyte Zip\*-disk AND e-mail.

- (c) Security Note: If you choose to password-protect access to your quotation, you must provide the password to TACOM before the due date for quotations. Contact the buyer identified in Block 5(b) of the SF18 Request for Quotation cover sheet to arrange a means of providing it. Passwords used only for the purpose of write protecting files need not be provided.
  - (d) Electronic quotations should include, as a minimum:
    - (1) The SF18 cover sheet filled out, or equivalent information.
- (2) All applicable fill-in provisions, filled in. You may find Word versions of these provisions requiring your fill-in on our TACOM Business Opportunities webpage (http://contracting.tacom.army.mil/mastersol/sectionk.htm). You can fill them in and attach them to your quote. See the solicitation for which provisions are required.
  - (3) A statement of agreement to all the terms, conditions, and provisions of this Request for Quotations.
  - (4) Any other information required by the Request for Quotations.
  - (e) Quoters shall make every effort to ensure that their quotation is virus-free.

\*Registered trademark

[End of provision]

53 52.214-4003 ALL OR NONE (TACOM)

JUN/1985

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Only one award will be made as a result of this solicitation. Offers must be submitted for the total quantity of all the items listed. Offers for less than the total quantities of all the items will not be considered.

[End of Clause]

54 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002
The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of clause]

55 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

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(xxi)

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(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

> (i) chlorofluorocarbon-11 (CFC-11) (ii) chlorofluorocarbon-12 (CFC-12) (iii) chlorofluorocarbon-13 (CFC-13) chlorofluorocarbon-111 (CFC-111) (iv) chlorofluorocarbon-112 (CFC-112) (v) (vi) chlorofluorocarbon-113 (CFC-113) (vii) chlorofluorocarbon-114 (CFC-114) (viii) chlorofluorocarbon-115 (CFC-115) chlorofluorocarbon-211 (CFC-211) (ix) chlorofluorocarbon-212 (CFC-212) (x) (xi) chlorofluorocarbon-213 (CFC-213) (xii) chlorofluorocarbon-214 (CFC-214) chlorofluorocarbon-215 (CFC-215) (xiii) (xiv) chlorofluorocarbon-216 (CFC-216) chlorofluorocarbon-217 (CFC-217) (vv) (xvi) halon-1211 (xvii) halon-1301 (xviii) halon-2402 carbon tetrachloride (xix) (xx) methyl chloroform

> > Methyl bromide

(xxii) hydrobromofluorocarbons (HBFCs) (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1.1.2-trichloroethane, which is an isomer of methyl chloroform.

- (2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.
- (3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.
- (b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.
- (c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.
- (1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.
- (2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.
  - (d) Please summarize your own review of our specification/technical data package, by completing the following:
    - (1) During our review of the specification or technical data package in this solicitation, we--

[ ] have [ ] have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

> Substitute Available?

Spec/Standard

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(0)				
(2) Further, in our re	eview of the speci	fication or technical data p	ackage in this solicitat	cion, we
[ ] have [ ] have not				
ound any indirect requirements to ecifications and standards for sted specification and standards	this acquisition	that indirectly require the	use of CIODS; (ii) the C	CIODS indirectly required by ea
			Substitute	
	Spec/Standard	Required CIODS	Available?	
-			<del></del>	
(e) Offerors who check have ailable for any of the CIODS. at the technical trade-offs are	If an available s		well than the CIODS wou	
(f) If you checked <u>have</u> in ow whether use of the suggested r current specifications differ at the difference would be in S	d substitute would rs from what your p	have any effect on your pro price would be if the substi	posed price. If your pr tute for CIODS were requ	
One price/offer, labe	eled with CIODS, w	ill be the offered price in	the event that CIODS are	e used.
The second price/offe	er, labeled <u>withou</u>			e used. or CIODS are used, and will spe
The second price/offs the substitute(s) being proposed  (g) Section 326 of Public It the second price/offs the substitute(s) being proposed the substitute(s) the second price/offs the substitute(s) being proposed the substitute(s) being proposed the substitute(s) the second price/offs the substitute(s) the substitute(s) the second price/offs the substitute(s) the substitute(s) the second price/offs the substitute(s) the substitute	er, labeled without for use. Law 102-484 reflect to (i) determine	t CIODS, will be the price of the the national and internat the suitability of substitut	ffered if substitutes for ional interest in minimities for CIODS when such pages.	or CIODS are used, and will spe zing the use of CIODS. For the potential substitutes are
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(1) These criteria supplement paragraph 4.3 of MIL-STD-1261 and supersede paragraph 6.3.1.5 of MIL-W-46086 and paragraph

(b) <u>Scope:</u>

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- 5.9.1.5 of MIL-STD-1941. AWS A3.0 shall be used to define all other welding terms not defined herein.
- (2) The limits established below represent the maximum discontinuities allowable for visual inspection of workmanship specimens and production steel weldments. (Note: Workmanship specimens which require cross-sectioning must also be evaluated for subsurface quality; these criteria are not contained herein.) Any discontinuity exceeding this limit is classified as defective and must be reworked or repaired dependent upon the nature and extent of the discontinuity. Weldments requiring subsurface weld inspection should be evaluated in accordance with the acceptance standard specified on the drawing in addition to these requirements.

#### (c) <u>Discontinuities:</u>

- (1) Cracks A weld crack is defined as a linear rupture resulting from excessive localized stress. Cracks can occur in the weld metal, fusion zone or heat affected zone. No cracks are allowed
- (2) Porosity Porosity is defined as a rounded cavity free of solid material resulting from gas entrapment during solidification.
  - (i) Maximum pore size shall be 1/16 inch.
  - (ii) There shall be no more than six pores for any twelve inch length of weld. For small weldments with continuous welds less than twelve inches in length, they shall have proportionately fewer pores allowed (example: three pores maximum for six inch length of weld).
  - (3) Overlap Overlap is defined as a protrusion of weld metal beyond the bond at the toe of the weld.
    - (i) A radiused tie-in must exist with the parent metal.
    - (ii) The overlap condition must not exceed 10% of the total weld length.
- (4) Slag Inclusion Slag inclusion is defined as a non-metallic solid material entrapped in or on the weld metal or between the weld metal and base metal. This discontinuity is applicable to SMA and FCAW processes. No slag inclusions are allowed.
- (5) <u>Undercut</u> Undercut is defined as a groove melted into the base material adjacent to the toe of the weld and left unfilled by weld metal.
  - (i) For base materials .25 inch and less in thickness, no undercutting is permitted.
  - (ii) For base materials greater than .25 inch thickness:
    - (A) The maximum depth of undercut shall be 1/32 inch.
    - (B) The undercut must have a width not less than twice the depth.
    - (C) The length of undercut shall not exceed two inches cumulative in any continuous 24 inch length of weld. For continuous welds less than 24 inches in length, the maximum cumulative length shall be in direct proportion to this limit or one inch, whichever is greater. (For example: for an eight inch continuous length of weld, maximum cumulative allowable undercut length is one inch).

#### (d) Weld Size:

- (1) Fillet Welds:
  - (i) Fillet welds shall be measured using fillet weld gages.
  - (ii) For welds one-fourth inch and less, the weld size is the minimum as specified on the drawing symbol.
  - (iii) For fillet welds larger than one-fourth inch, the weld may be undersize by 1/16 inch for a maximum length of 10% of the continuous weld length.
- (2) <u>Groove Welds:</u> No underfill is allowed.

[End of Clause]

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#### Name of Offeror or Contractor:

- (a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:
  - (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

- (b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.
  - (c) The DD250 form may be found, in three different formats, on the World Wide Web at http://web1.whs.osd.mil/icdhome/DD-0999.htm

[End of Clause]

59 52.247-4003 CLEARANCE AND DOCUMENTATION REQUIREMENTS—SHIPMENTS THROUGH THE MAR/2002
(TACOM) DEFENSE TRANSPORTATION SYSTEM FROM OCONUS CONTRACTOR FACILITIES

- (a) All shipments to water or air ports for transshipment to (i) destinations in the continental United States (CONUS), or (ii) other areas outside the continental United States (OCONUS), are subject to clearance and documentation procedures in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP).
- (b) Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through the DTS will be marked in accordance with the requirements of MILSTAMP, MIL-STD-129, Military Standard Marking for Shipment and Storage, including bar code markings.

[End of Clause]

60 52.247-4004 MARKING REQUIREMENTS FOR EXPORT SHIPMENT FEB/1998 (TACOM)

Notwithstanding other requirements in this contract with respect to marking of shipments, all shipments moving through air or water terminals to destinations outside the U.S.A. will be marked in accordance with the requirements of DOD 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), MIL-STD-129, Military Standard Marking for Shipment and Storage, and ANSI/AIM-BC 1. The Contractor agrees to use Government-supplied DD Forms 1387 (Military Shipment Labels) or DD Forms 1387-1 (Military Shipping Tags) for such shipments, as appropriate per the guidance in MIL-STD-129, and agrees to comply with shipping and marking instructions issued by the Administrative Contracting Officer (ACO). The proper marking of export shipments as discussed herein must be accomplished in conjunction with the requirements of FAR 52.247-52, CLEARANCE AND DOCUMENTATION REQUIREMENTS-SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS, which is included elsewhere in this contract.

[End of Clause]

- 61 52.247-4005 SHIPMENT OF SUPPLIES AND DETENTION OF CARRIER'S EQUIPMENT FEB/2002 (TACOM)
- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
  - (1) Government Bill(s)/Commercial of Lading or US Postal Services;
  - (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
  - (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

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- (b) The Contractor will request:
  - (1) Government Bills of Lading and
- (2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

62 52.247-4010 TRANSPORTATION DATA FOR FOB ORIGIN OFFERS FEB/1994 (TACOM)

(a) Provide the following information for us to use in selecting the most favorable mode of shipment. We'll also use this information in our evaluation of transportation costs.

#### Offeror represents that:

(1)	) F	aci	ities for shipping by rail
	_	-	are are not

available at the F.O.B. point(s) stated in this solicitation.

- (2) If rail facilities are not available at the F.O.B. point(s), the name and location of the nearest team track is: (NAME) (LOCATION)
- (3) Facilities for shipping by water

[ ] are [ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(4) Facilities for shipping by motor

[ ] are [ ] are not

available at the F.O.B. point(s) stated in this solicitation.

(5) If there is a Contractor Reimbursable Loading Charge and you didn't include it in the offered unit price in Section B, please indicate it below, per unit:

> MOTOR:\_\_\_\_\_/Unit RAIL: /Unit WATER: /Unit

CAUTION: GIVE THE COST OF REIMBURSABLE LOADING CHARGE (NOT ALREADY IN THE OFFERED UNIT PRICE) ON A PER UNIT BASIS. THE UNIT OF MEASURE IS AS INDICATED ON THE SCHEDULE PAGE, SECTION B, UNDER THE UNIT COLUMN.

- (b) We will consider any charge listed above in the overall transportation evaluation of this solicitation. Unless you fill-in the above information for loading charges, we will consider all costs associated with loading to be included in the item price offered in Section B. These costs include: (i) loading, (ii) blocking, (iii) bracing, (iv) drayage, (v) switching, or (vi) any other service necessary to effect delivery F.O.B. carrier's equipment you've indicated as available and we specify at time of shipment.
- (c) If rail facilities aren't available at the designated F.O.B. point(s), rail won't be used unless directed by the Administrative Contracting Officer (ACO). If the ACO tells you rail facilities will be used, we'll adjust the contract price by adding the loading charge filled in above for transportation to the nearest rail facility.

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(d) IF YOU DO NOT FILL IN AN ADDITIONAL CHARGE FOR RAIL SHIPMENT ABOVE, YOU AGREE THAT THE CONTRACT PRICE ALREADY INCLUDES ALL CHARGES FOR SUCH SHIPMENTS. THEREFORE, SHIPMENT BY RAIL WILL NOT COST US ANY MORE.

[End of Provision]

52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002 (TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEBILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

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Addenda	Title	Date	of Pages	Transmitted By

18-JUL-2002

DATA

TDP 9171420

Attachment 001